

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held July 10, 2025

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Raymond-Thomas Oechsle

F-2024-3051701

v.

PPL Electric Utilities Corporation

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Raymond-Thomas Oechsle (Mr. Oechsle or Complainant) on April 22, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Erin L. Gannon, issued on April 15, 2025, in the above-captioned matter. PPL Electric Utilities Corporation (PPL or the Company) filed Replies to Exceptions on May 15, 2025. Upon consideration of the Exceptions, we shall deny the Complainant's Exceptions and adopt the Initial Decision, consistent with this Opinion and Order.

I. History of Proceeding

On October 14, 2024, Mr. Oechsle filed a Formal Complaint (Complaint) against PPL.^{1, 2} In the Complaint, Mr. Oechsle alleged that PPL was threatening to shut off service or had already shut off service. The Complainant also alleged that PPL misclassified and failed to properly process what he identified as a “Tender of Payment Offer” and “Bill of Exchange” in the amount of \$8,465.03, in violation of the requirement for utilities to have fair and equitable billing practices in 52 Pa. Code § 56.1, *et seq.* (Chapter 56). Complaint at 2, 9. As relief, the Complainant requested that the Commission order PPL to: (1) accept the Bill of Exchange as a payment instrument; (2) adjust the Complainant’s account balance to reflect the attempted payment of \$8,465.03, pending proper processing of the Bill of Exchange; and (3) provide a detailed explanation of its process for handling non-standard payment methods and how to prevent similar misclassifications in the future. *Id.* at 3.

On November 12, 2024, PPL filed an Answer to the Complaint and New Matter, accompanied by a Notice to Plead. In its Answer, PPL admitted and denied the various allegations in the Complaint. PPL admitted that it issued a termination notice to the Complainant for failure to pay, and that it received a Bill of Exchange alleged to be for the amount of \$8,465.03. PPL denied that the Tender of Payment Offer was a valid

¹ The Complaint is a timely appeal from an informal decision of the Bureau of Consumer Services (BCS) at BCS No. 3994907, issued on August 28, 2024, which dismissed Mary-Ruth Oechsle’s informal complaint. An appeal of a BCS informal complaint decision is a *de novo* review conducted by either an ALJ or a Special Agent. 52 Pa. Code § 56.173(a). I.D. at 2.

² In the Initial Decision, the ALJ noted that the Complaint listed both Mary-Ruth Oechsle and Raymond-Thomas Oechsle as Complainants. Since the Complaint was signed and verified only by Mr. Oechsle as “Husband,” the ALJ referenced him as the Complainant. The ALJ further noted that Mr. Oechsle used the term “Appellant(s),” and PPL referred to either Mary-Ruth Oechsle, or both Mr. and Mrs. Oechsle, as account holder(s) in its pleadings. I.D. at 1-2, n. 1.

payment instrument. Also, PPL stated that, as of November 12, 2024, the Complainant had a balance totaling \$14,275.65 on the account, of which \$13,479.65 was in arrears. Answer at 2-4. In its New Matter, PPL stated that the Bill of Exchange is not a reasonable method of payment under 52 Pa. C.S. § 56.94, and that the Commission would need to engage in an analysis under the Uniform Commercial Code (UCC) to determine the reasonableness of the Bill of Exchange. In addition, PPL contended that the Commission has held in the past that it lacks subject matter jurisdiction to rule on questions of law arising under the UCC, and specifically, determinations regarding the negotiability of an instrument of payment. *Id.* at 5-6 (citing *Haleema B. Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012) (*Alkhatib*); *James Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010) (*Coppedge I*)).

PPL also filed a Preliminary Objection (PO) to the Complaint, accompanied by a Notice to Plead, on November 12, 2024. In its Preliminary Objection, PPL argued that the Complaint should be dismissed because the Commission lacks subject matter jurisdiction over matters arising under the UCC. PPL averred that the Bill of Exchange is not a reasonable form of payment, and the Complainant's requested relief would require the Commission to analyze the negotiability of a payment instrument under the UCC. Citing *Alkhatib* and *Coppedge I*, PPL contended that the Commission has previously held that it lacks subject matter jurisdiction to decide questions of law arising under the UCC. PO at 4-6 (unnumbered).

The Complainant did not respond to the New Matter or the Preliminary Objection. I.D. at 3-4.

The ALJ convened a Prehearing Conference on March 7, 2025, for the purpose of affording Mr. Oechsle, a *pro se* complainant, the opportunity to orally explain

his Complaint. Mr. Oechsle appeared and represented himself; PPL was represented by counsel. I.D. at 4; Tr. at 13-14.

On April 15, 2025, the ALJ's Initial Decision was issued, wherein PPL's Preliminary Objection was granted, and the Complaint was dismissed. I.D. at 1, 4, 10, 13.

As noted, *supra*, the Complainant filed Exceptions on April 22, 2025. On May 15, 2025, PPL filed Replies to Exceptions.

II. Discussion

A. Legal Standard

1. Preliminary Objections

Section 5.101 of our Rules of Administrative Practice and Procedure, 52 Pa. Code § 5.101, provides for the filing of preliminary objections, which must include a notice to plead and state the legal and factual grounds supporting the objections. 52 Pa. Code § 5.101(a). Preliminary objections are limited to the following grounds:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.

- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in the proceeding.

52 Pa. Code § 5.101(a).

Commission preliminary objection practice is comparable to Pennsylvania civil practice regarding preliminary objections. *Equitable Small Transportation Intervenor v. Equitable Gas Co.*, Docket No. C-00935435 (Opinion and Order entered July 18, 1994) (*Equitable*); *Montague v. Phila. Elec. Co.*, 66 Pa. P.U.C. 24 (1988). Preliminary objections seeking dismissal of a pleading for legal sufficiency will be granted only in cases where dismissal is clearly warranted by the record and free and clear of doubt. *Interstate Traveller Servs., Inc. v. Pa. Dep't of Env't Res.*, 406 A.2d 1020 (Pa. 1979) (*Interstate*); *Rivera v. Phila. Theological Seminary of St. Charles Borromeo, Inc.*, 595 A.2d 172 (Pa. Super. 1991). Any doubt must be resolved in favor of the non-moving party by refusing to sustain the preliminary objection. *Id.*; *Boyd v. Ward*, 802 A.2d 705 (Pa. Cmwlt. 2002).

For the purpose of disposing of preliminary objections, the Commission may not rely upon the factual assertions of the moving party but must accept as true all well-pleaded, material facts of the nonmoving party, as well as every reasonable inference from those facts. *Cnty. of Allegheny v. Commonwealth*, 490 A.2d 402 (Pa. 1985); *Commonwealth of Pa. v. Bell Tel. Co. of Pa.*, 551 A.2d 602 (Pa. Cmwlt. 1988). In ruling on a preliminary objection, the Commission must assume the factual allegations included in the Complaint are true and resolve any doubt in favor of the non-moving party by rejecting the preliminary objections. The Commission must view the Complaint in this case in the light most favorable to the Complainant and should dismiss the Complaint only if it appears that the Complainant would not be entitled to relief under any circumstances as a matter of law. *Equitable*; *see also, Interstate*.

B. Initial Decision

In the Initial Decision, the ALJ made nine (9) Findings of Fact and reached thirteen (13) Conclusions of Law. I.D. at 5-6, 11-13. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

The ALJ granted PPL's Preliminary Objection and dismissed the Complaint. I.D. at 1, 4, 10, 13. The ALJ found that, in order to determine whether the Complainant's tender is a reasonable method of payment, the Commission would be required to determine the negotiability of instruments, which is a question of law governed by application of the UCC, specifically 13 Pa.C.S. § 3104. I.D. at 9 (citing *Alkhatib; Coppedge I*). The ALJ further concluded that the Commission has previously held that it does not have jurisdiction to interpret the UCC to determine the negotiability of instruments. I.D. at 9 (citing *Alkhatib; Coppedge I; Kennedy v. PECO Energy Co.*, Docket No. C-2015-2471718 (Opinion and Order entered October 22, 2015) (*Kennedy*)). In addition, the ALJ noted that the Commission has held that it is not unreasonable for a utility to limit the methods of payment that it will accept. I.D. at 9-10 (citing *Coppedge v. PECO Energy Co.*, Docket F-2014-2406180 (Opinion and Order entered January 29, 2015) (*Coppedge II*); *Kennedy*; *Scott v. Pennsylvania-Am. Water Co.*, Docket No. C-2015-2489453 (Final Order entered December 22, 2015)). Therefore, the ALJ concluded that PPL's action in refusing to accept the Complainant's Bill of Exchange as payment does not violate a statute, regulation, or order of the Commission necessary for the adjudication of this matter. Finding that the Commission lacks jurisdiction to grant the relief requested, the ALJ granted PPL's Preliminary Objection. I.D. at 10.

Furthermore, the ALJ determined that dismissing the Complaint without a hearing is appropriate under the circumstances of this matter. The ALJ found that this case does not rest on Mr. Oechsle's ability to describe the facts underlying his Complaint because the material facts are not in dispute. Consistent with prior Commission decisions addressing complaints about non-standard forms of payment, the ALJ found that a hearing would not enable the Complainant to better explain his position or provide additional facts to alter the inevitable conclusion that the Commission lacks jurisdiction to entertain the Complaint. I.D. at 10-11 (citing *Coppedge I*; *Alkhatib*; *Kennedy*). The ALJ concluded that a hearing in this matter is neither necessary nor in the public interest. I.D. at 11.

C. Exceptions and Replies to Exceptions

1. Exceptions³

As an initial matter, we note that the format of the Exceptions does not conform to Section 5.533(b) of our Regulations, which requires that each exception be numbered and identify the finding of fact or conclusion of law to which the exception is taken and cite relevant pages of the decision.⁴ 52 Pa. Code § 5.533(b). Nevertheless, recognizing that the Complainant is appearing *pro se*, we will exercise our discretion to consider the merits of the Exceptions, as filed, pursuant to Section 1.2(a) of our Regulations.

³ In his Exceptions, the Complainant states that he does not consent to contracting into any administrative e-filing system, and that any attempt to compel parties to use electronic filing portals is a violation of various personal and legal rights. Exc. at 2-3.

⁴ The Exceptions consist of three type-written pages without reference to specific findings of fact or conclusions of law and are not numbered. Also, the Exceptions appear to be a complete rejection of the Initial Decision without further argument.

In his Exceptions, the Complainant states that he does not dispute the jurisdictional limits of the Commission under the UCC; however, he disputes “the improper mischaracterization of the facts and the presumption that [his] lawful tender constituted a demand for adjudication under the [UCC], rather than a grievance concerning unfair billing and discrimination in service.” Exc. at 1. Mr. Oechsle avers that the Complaint is not a UCC claim, but it is, rather, a “statutory claim based on unalienable rights.” *Id.* Mr. Oechsle states that his Complaint was premised on PPL’s failure to: (1) process a lawfully presented instrument of payment⁵ in good faith;

⁵ Mr. Oechsle describes the nature of the Bill of Exchange presented to PPL as follows:

The instrument presented in this matter was a bill of exchange that is self-collateralized, as security and tender as prescribed by the Federal Reserve Act, section 401 subsection 18 paragraph 6, and section 403 last paragraph, in conjunction with section 13(0), section 16 paragraph 2, along with the Act of March 9, 1933 as amended and the Act of June 12, 1945 § 2; 38 Stat. 266-69; 38 Stat. 351; 48 Stat. 6; 48 Stat. 338; 48 Stat. 709; 59 Stat. 237 §2, as amended. This instrument is deposited with the local Federal Reserve agent as security for the payment of the obligation.

Said bill of exchange is guaranteed by the United States Government as notes, drafts, bills of exchange, bankers' acceptances, and/or trade acceptances procured by the Federal Reserve banks and/or their members. As prescribed in law, such instruments shall be receivable by all member banks.

Since this note is authorized by Congressional act, Statutes at Large, supported by the Congressional Record, and authorized by Presidential Proclamation 2039, such constitutes legal tender as prescribed in law: *United States v. Anderson* (1942), 317 U.S. 262; *United States v. Thayer-West Point Hotel Co.* (1943), 329 U.S. 585; *United States v. Jefferson Electric Mfg. Co.* (1945), 322 U.S. 533; *United States v. Schrader’s Son, Inc.* (1947), 320 U.S. 359; *United States v. Marine Bancorporation, Inc.* (1975), 418 U.S. 602.

Exc. at 1-2.

(2) provide equal and reasonable treatment under 66 Pa.C.S. § 1501; and (3) furnish proper notice and remedy channels in compliance with principles of fundamental fairness and due process under unalienable protections. *Id.*

Mr. Oechsle objects to the ALJ's dismissal of the Complaint without an evidentiary hearing, the examination of evidence of lawful tender presented, and record-based findings or rebuttal regarding the tender's legality. Mr. Oechsle requests reconsideration of his Complaint and acknowledgement that PPL has a duty to accept lawful instruments under federally codified standards of tender, and that refusal thereof constitutes a violation of 66 Pa.C.S. § 1501. Exc. at 2. In addition, the Complainant requests that the Commission direct PPL to provide: (1) a complete copy of its billing and credit processing policies, including internal criteria for determining the acceptance or rejection of instruments of payment; (2) a list of all forms of payment accepted by PPL; (3) the names and titles of authorizing officers who reviewed the Complainant's Bill of Exchange, and any legal determination or written statement used to justify its rejection; and (4) copies of internal memoranda, correspondence, or legal opinion relied upon by PPL in denying the validity or legal sufficiency of the presented Bill of Exchange. *Id.* at 3.

2. Replies

In reply to the Complainant's Exceptions, PPL argues that the ALJ correctly granted its Preliminary Objection and dismissed the Complaint because the Commission lacks jurisdiction to interpret negotiable instruments under the UCC. R. Exc. at 2-3 (citing *Alkhatib*; *Coppedge I*). PPL submits that, in order to determine whether the Bill of Exchange is a reasonable form of payment, the Commission would have to determine the reasonableness of the instrument, but to do so, the Commission would need to determine the negotiability of the instrument, which would require the Commission to interpret federal law and the UCC. PPL contends that the Commission

must act within its jurisdiction and may only hear complaints regarding the Public Utility Code (Code), Commission Regulations, or Commission orders. R. Exc. at 3-4 (citing *Alkhatib*; 66 Pa.C.S. § 701). Therefore, PPL posits that the ALJ properly concluded that the Commission does not have jurisdiction over the issues the Complainant seeks to litigate. R. Exc. at 3.

In addition, PPL argues that the ALJ correctly found that PPL met the standard for dismissal of a Complaint without a hearing. PPL states that it is well-settled that an evidentiary hearing is only necessary to resolve factual disputes, and there is no factual dispute in the instant case. R. Exc. at 4-5 (citing *Painter v. PUC*, 116 A.3d 749, 755 (2015)). PPL avers that the Complainant was not denied due process and was given an opportunity to explain his Complaint to the ALJ. Further, PPL notes that the question here is whether PPL had a legal obligation to accept the Bill of Exchange presented by the Complainant as payment, which is a legal question outside of the Commission's jurisdiction requiring an interpretation of federal law. R. Exc. at 5

Furthermore, PPL avers that Paragraph Nos. 5 and 6 of the Complainant's Exceptions do not appear to be Exceptions. PPL points out that Paragraph No. 5 simply addresses how the Complainant prefers to correspond with the Commission, and Paragraph No. 6 contains requests for documents demanded of PPL. PPL states that discovery, in this case, is untimely and unnecessary because the Commission does not have jurisdiction over the subject matter of the Complaint. PPL submits that the Commission should dismiss these requests as meritless. R. Exc. at 5.

D. Disposition

At the outset, we note that any issue or Exception that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length

each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

This case involves the basic issue of whether or not this Commission possesses jurisdiction to hear the matter raised by the Complainant. In his Exceptions, Mr. Oechsle argues that the ALJ improperly mischaracterized the Complaint as a demand for adjudication under the UCC rather than a grievance concerning unfair billing and discrimination and dismissed the Complaint without a hearing. Upon review, we agree with the ALJ that we do not have jurisdiction to grant the relief requested by the Complainant. Therefore, we will deny the Complainant's Exceptions and adopt the ALJ's Initial Decision granting PPL's Preliminary Objection without an evidentiary hearing and dismissing the Complaint.

Section 701 of the Code, 66 Pa.C.S. § 701, authorizes the Commission to hear complaints regarding any law which the Commission has jurisdiction to administer, or of any Commission Regulation or Order. Section 1501 of the Code, 66 Pa.C.S. § 1501, provides the basis for the Commission's subject matter jurisdiction, ensuring the adequacy, efficiency, safety, and reasonableness of public utility services. The requirement to render reasonable service applies to all aspects of a utility's service to customers, and a utility's response to customer complaints must be reasonable and adequate. *Thurby v. W. Penn Power Co.*, Docket No. C-2011-2254048 (Final Order entered April 4, 2013). The test to determine the adequacy of both a utility's service and facilities and the adequacy of a utility's response to customer service complaints is that of reasonableness. *Scherich v. Verizon Pa. Inc.*, Docket No. C-2008-2061244 (Final Order entered January 28, 2010).

Jurisdiction relates solely to the competency of the particular court or administrative body to determine controversies of the general class to which the case then

presented for its consideration belongs. *Riedel v. The Human Relations Comm'n of the City of Reading*, 739 A.2d 121 (Pa. 1999). Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy. *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992), *alloc. denied*, 637 A.2d 293 (Pa. 1993). The Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly contained in the Code. *Shedlosky v. Pa. Elec. Co.*, Docket No. C-20066937 (Order entered May 28, 2008); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977); *Norfolk Southern Ry. Co. v. Pa. PUC*, 875 A.2d 1243 (Pa. Cmwlth. 2005). The Commission must act within, and cannot exceed, its jurisdiction. *City of Pittsburgh v. Pa. PUC*, 43 A.2d 348 (Pa. Super. 1945); *Behrend v. Bell Tel. Co.*, 363 A.2d 1152 (Pa. Super. 1976). Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967).

Turning to the Initial Decision in this matter, the ALJ pointed out that, while the Commission's Regulations do not specifically address the forms of payment which a utility is required to accept from a customer as payment for services rendered, the Regulations relating to termination of service do provide that a customer may avoid termination if payment in full is tendered in any reasonable manner, which includes payment by personal check. I.D. at 9 (citing 52 Pa. Code § 56.94). Therefore, the decision as to the reasonableness of the Complainant's method of payment is within the Commission's authority. *See Alkhatib* at 7.

However, as the ALJ correctly concluded, in order to determine the reasonableness of the Complainant's tender of the presented Bill of Exchange as a reasonable method of payment, the Commission would be required to determine the negotiability of instruments. This is a question of law governed by application of the UCC, and the Commission has previously held that it lacks jurisdiction to interpret the UCC to determine the negotiability of instruments. I.D. at 9 (citing *Alkhatib*; *Coppedge I*; *Kennedy*). Without jurisdiction to interpret the UCC and determine the

negotiability of the instrument Mr. Oechsle tendered to PPL as payment for service, we cannot determine its reasonableness. *Coppedge I* at 10. Accordingly, the Commission lacks subject matter jurisdiction to entertain the Complaint. There is nothing in the Complainant's Exceptions that persuades us to alter this conclusion.

In adopting the ALJ's Initial Decision, we also agree with the ALJ's determination to grant PPL's Preliminary Objection without an evidentiary hearing. When there are no disputed questions of fact and the case to be decided is purely one of law or policy, a case may be disposed of without resort to an evidentiary hearing. *Dee-Dee Cab, Inc. v. Pa. PUC*, 817 A.2d 593 (Pa. Cmwlth. 2003); *Diamond Energy, Inc. v. Pa. PUC*, 653 A.2d 1360 (Pa. Cmwlth. 1995); *Lehigh Valley Power Comm. v. Pa. PUC*, 563 A.2d 557 (Pa. Cmwlth. 1989). It is well settled that an evidentiary hearing is only necessary to resolve factual disputes. *Painter v. Pa. PUC*, 116 A.3d 749, 755 (Pa. 2015). The Commission may dismiss a complaint without a hearing if it is not necessary in the public interest. 66 Pa.C.S. § 703(b); 52 Pa. Code § 5.21(d).

We recognize that the Complainant is appearing *pro se* and, as such, may not be well-versed in the proper presentation of legal pleadings, including the proper design and filing of complaints, preliminary motions or answers, nor may he understand rules regarding the sufficiency or admissibility of evidence to support a complaint. For this reason, we are generally more accommodating to legal insufficiencies in *pro se* complaints. In *Carlock v. The United Telephone Company of Pennsylvania*, Docket No. F-00163617 (Order entered July 14, 1993) (*Carlock*), the Commission held that, in the normal course, a *pro se* complaint would not be dismissed without first providing a hearing during which the *pro se* complainant could further explain their position and the factual basis for the complaint. The concern was expressed that, in general, a *pro se* complainant may find it difficult to navigate through pre-hearing motions and, therefore, should be given the chance to testify and orally describe their basic issue with supporting facts.

Such accommodation, however, must be within the bounds of due process. *See MacLuckie v. Palmco Energy, LLC*, Docket No. C-2014-2402558 (Order entered December 4, 2014). A thorough reading of *Carlock* reveals that the case was fact intensive. Also, *Carlock* does not absolutely preclude a disposition on the pleadings. There are some cases where a hearing would not alter the inevitable conclusion that this Commission cannot provide the Complainant with the relief requested. *See Floyd v. Verizon Pennsylvania LLC*, Docket No. C-2012-2333157 (Order entered April 30, 2013). The utility moved for summary judgment on the basis that, under the facts alleged, the utility could not be found to have violated the Code. However, unlike *Carlock*, the case now before us does not rest on the ability of the Complainant to describe the factual underpinnings of his Complaint. This case is about subject matter jurisdiction. The relief requested is for a review of, and a ruling on, the negotiability of a UCC document. We have explained the extent to which we concur with the ALJ's rulings on these issues, *supra*.

Against this backdrop, we find that a hearing was not necessary or in the public interest, as it would not have enabled Mr. Oechsle to better explain his position or provide additional facts which would alter the material facts which lead to the inevitable conclusion that this Commission lacks jurisdiction to entertain the Complaint in the first instance.⁶ On that basis, we distinguish *Carlock* from the instant case, and we agree with the ALJ that a hearing is neither necessary nor in the public interest under the circumstances of this matter. *See Vata v. Philadelphia Gas Works*, Docket No. C-2009-2149960 (Opinion and Order entered August 24, 2010).

For these reasons, we shall deny the Complainant's Exceptions, adopt the Initial Decision, and dismiss the Complaint.

⁶ We also note, as described, *supra*, that the ALJ convened a Preliminary Conference on March 7, 2025, in which Mr. Oechsle had the opportunity to orally explain his Complaint, and was, therefore, not denied due process. I.D. at 4; Tr. at 13-14.

III. Conclusion

Based upon our review of the ALJ's Initial Decision, and the Exceptions and Replies thereto, we shall deny Mr. Oechsle's Exceptions and adopt the ALJ's Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Raymond-Thomas Oechsle, filed on April 22, 2025, to the Initial Decision of Administrative Law Judge Erin L. Gannon, issued on April 15, 2024, are denied.
2. That the Initial Decision of Administrative Law Judge Erin L. Gannon, issued on April 15, 2025, is adopted.
3. That the Formal Complaint of Raymond-Thomas Oechsle, filed on October 14, 2024, at Docket No. F-2024-3051701, is dismissed, consistent with this Opinion and Order.

4. That this proceeding shall be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large, stylized initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: July 10, 2025

ORDER ENTERED: July 10, 2025